

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 8	
2. Amendment/Modification No. BE		3. Effective Date 2002DEC19		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM SFAE-GCS-W-BCTP VIVIAN L. NORDAUNE (586)753-2068 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: NORDAUNV@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000		Code S2305A	
				SCD A PAS NONE ADP PT SC1012			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GM GDLS DEFENSE GROUP L.L.C. 14920 TWENTY-THREE MILE ROAD SHELBY TOWNSHIP, MI 48315 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-00-D-M051/0002	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2000NOV16	
Code INLE2		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AA NET DECREASE: -\$401,492.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In	
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement of the Parties					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
SEE SECOND PAGE FOR DESCRIPTION							
<p>Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) VIVIAN L. NORDAUNE NORDAUNV@TACOM.ARMY.MIL (586)753-2068			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2002DEC19	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-D-M051/0002 MOD/AMD BE	Page 2 of 8
Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.		

SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: Stryker Armored Vehicle Program

1. This Modification BE to Delivery Order 0002 under Requirements Contract DAAE07-00-D-M051 is a supplemental agreement.
2. Conditional Acceptance. The purpose of this modification is to establish the parameters for the conditional acceptance of 14 (fourteen) Infantry Carrier Vehicles (ICVs). The Contractor Serial Numbers will be established at the time of conditional acceptance.
3. Baseline Configuration. The baseline configuration, for the vehicles manufactured in the Anniston, Alabama facility, is the contractor's General Assembly ICV Part Number 10651420-011 (12479551) and Engineering Release Record (ERR) Number GDV0220, dated 6 March 2002, with the exception of the Engineering Change Orders outlined in Attachment C. Attachment C is incorporated into this modification by reference.
4. Configuration Management. The contract provisions of C.2.8, C.3.5 and, for any unique/new items developed under Delivery Order 0001 applicable to the ICV, C.5.5 are waived for the vehicles covered by this modification. This waiver of the Configuration Management requirements is conditioned on the following:
 - a. Software Licenses. The Contractor shall be responsible for acquiring the required production related software licenses for the family of Stryker Armored Vehicles and all ancillary equipment for all vehicles delivered. The term "ancillary support equipment" includes, but is not limited to, training equipment, test equipment, and loader/verifiers and/or security devices, if applicable. Any software changes introduced unilaterally by the contractor shall be compatible with all previously produced vehicle or ancillary support equipment configurations.
 - b. CR/ECOs. Changes (Change Requests (CR), Engineering Change Orders (ECO), Waivers and Deviations) to the contractor's baseline configuration referenced in paragraph 3 above may be made by the contractor, provided the changes meet the requirements of the contract, the ICV Performance Specification, and any Interface Control Documents related to Government Furnished Material.
 - 1) The contractor shall provide all contractor generated changes (CRs/ECOs) processed since the baseline configuration was established. The changes shall be provided for Government review in accordance with the contract requirements identified in C.2.6 Contractor Integrated Data Service (CIDS) and Integrated Data Environment (IDE). The Government shall be allowed to electronically access the Contractor's Change Management data process. Until an automatic notification process and Government access are automated and functional, the changes shall be provided and reviewed in meeting/conference forum to be agreed to by the parties.
 - 2) The Joint Contractor-Government Configuration Management (CM) Board shall meet on a regular basis and the Board shall use the newly agreed to CM process. The parties agree to execute a contract modification to incorporate the new CM process into the contract NLT 30 December 2002. The contractor shall submit a revised CM Plan NLT 15 January 2003.
 - 3) Delivery Team Meetings. The previously established joint contractor-Government Delivery Team shall coordinate the resolution of production, performance, and vehicle configuration issues.
5. The contract provisions of C.3.10 are waived for the vehicles covered by this modification subject to the following conditions:
 - a. The contractor complies with requirements covered by previous modifications to correct and retrofit any cadmium or Hexavalent Chromium coated or treated parts in the vehicles covered by this modification. (Reference contractor waivers W-BCT-0002, W-BCT-0004, W-BCT-0005 R1).
 - b. The contractor provides a list of cadmium and hexavalent chromium treated parts specific to each of the vehicles accepted herein. The lists will be included in the contract file and will be used for corrective action tracking until all parts have been cleaned up and retrofitted or identified/supported as parts without any technically acceptable alternatives. In accordance with Contract Data Requirements List (CDRL) Number A044, the contractor shall provide the vehicle specific lists within 30 business days of DD 250 approval.
6. The contractor has an affirmative obligation to provide notice to the Government of any failures, defects (excluding minor defects) or deficiencies in parts, components or assemblies provisionally released. The contractor shall promptly notify the Government of any failure, defect, or deficiency noted during contractor testing. The contractor assumes total responsibility to timely correct any failures to meet the contract requirements. For vehicles accepted but not yet shipped, the contractor shall correct the hardware/software by removal of deficient components and reinstallation of approved hardware/software. If the vehicle has been shipped, correction/reinstallation of the hardware/software shall be at Government direction. In the event, the Government elects to make its own correction/installation of any deficiencies after delivery/shipment, it shall be entitled to an equitable adjustment of the contract prices.
7. The vehicles will be conditionally accepted pending resolution of outstanding FPVI findings. For any discrepancy discovered during

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-D-M051/0002 MOD/AMD BE	Page 3 of 8
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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

the completion of the FPVI, the contractor shall perform corrective action and/or retrofit of all ICVs previously accepted. The corrective action and/or retrofit of the vehicles shall be performed at a location specified by the Government, at no additional cost to the Government.

8. To inspect the vehicles covered by this modification, the Government will use the conditionally accepted Final Inspection Record (FIR) ICV FIR Revision E, dated 6 September 2002.

9. Pursuant to the FIRs identified in paragraph 8 above, the subject ICV will be conditionally accepted. These vehicles will be conditionally accepted until all terms of acceptance, including but not limited to those listed in this modification, are fulfilled. This conditional acceptance shall not relieve the Contractor from complying with all requirements of the terms and conditions of the contract.

a. Hardware/Parts Shortages. The parts and hardware shortages for each vehicle are identified in Attachment A which is a part of the contract file. The contractor shall submit the vehicle specific Attachment A within 2 business days after the DD 250 approval. If a DD 1149 is required, the contractor shall provide the vehicle specific Attachment A within two business days after shipment. The parts and hardware shortages shall be installed on the vehicles, at a location specified by the Government. The installation is subject to Government inspection and acceptance. This condition will be met upon Government verification that the installation has been satisfactorily accomplished. The Attachment A addresses the open issues and the Vehicle Information Data Sheets (formerly Attachment B) addresses the retrofit plan associated with the vehicles referenced in paragraph 2 above.

The contractor shall generate and maintain a vehicle unique retrofit data sheets, formerly Attachment B. The contractor shall provide an automated solution that can function within the IDE. The Contractor's Retrofit Database shall incorporate all the information related to required, known or planned retrofits of the vehicles identifying and tracking the missing parts, corrected parts, software changes, unresolved/open issues pending corrective action identification or any other action that may result in a retrofit. The contractor shall deliver electronically a weekly update to the data base (IAW CDRL TBD). At a minimum, the data base update shall identify each vehicle by serial number, each retrofit applied, retrofits remaining and pending or open issues that may result in retrofit. The Contractor's Retrofit Data Base submission shall be structured to sort by retrofit items/issues as well as by vehicle.

b. Contractor Waivers to the Contractor's Baseline Configuration. The Government conditionally accepts vehicles pending resolution/correction of the following Contractor waivers to the vehicles Configuration Baseline and/or Performance Specification requirements identified herein:

1) Waiver to Performance Specification Paragraph 3.1.1.10.3.1 entitled "Exterior Lighting". (Reference Contractor Waiver W-BCT-0021).

2) The winch. (Reference Contractor Waiver W-BCT-024)

c. Execution of the retrofit plan per the steps, procedures and schedule identified in the vehicle unique retrofit data sheets which are incorporated into this modification by reference.

d. Height Management System (HMS). In the event the HMS does not meet all the requirements of the contract, the contractor shall perform any corrective action and/or retrofit of the HMS, at a location specified by the Government, at no additional cost to the Government.

e. Armor (14.5mm). In the event the 14.5 Armor does not meet the requirements of the contract, the contractor shall perform any corrective action and/or retrofit of the armor, at a location specified by the Government, at no additional cost to the Government.

f. Armor Panel Grit Adhesion Issue. Vehicles may be conditionally accepted and shipped prior to the implementation of the corrective action for the Armor panel grit adhesion issue. The armor panel grit issue must be added to Attachment A. The contractor agrees to provide the necessary corrective action and retrofit all vehicles as necessary, at a location specified by the Government, at no additional cost to the Government.

g. Field Problem Issues. In the event a contractor responsible field problem issue creates the need for vehicle retrofit, the contractor shall perform any corrective action and/or retrofit, at a location specified by the Government, at no additional cost to the Government.

1) The Contractor may invoice for any vehicle price withholds due to Field Problem Issues in the following manner: The Contractor may invoice for 50% of a field issue withhold when the Contractor certifies that replacement parts/material are available for vehicle application. The Contractor may invoice for the remaining 50% of the withhold when the vehicle retrofit has been completed and an authorized Government representative has inspected and accepted the retrofit.

2) In the event the vehicles are not available for the contractor to perform the retrofit within 30 days after the receipt of retrofit material, the Contractor may invoice for an additional 30% of the field problem issue price withhold. The remaining 20% shall be withheld until the retrofit has been completed and an authorized Government representative.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-D-M051/0002 MOD/AMD BE	Page 4 of 8
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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

- 3) If both parties agree that no vehicle retrofit is required, the contractor may invoice for 100% of the field issue withhold.
10. The parties agree to reduce the unit price of each of the vehicles presented for acceptance by \$28,678 prior to liquidation of progress payments pending mutual resolution of production verification test provisions. The parties agree to resolve any open Performance Specification issues, revise/clarify the specification, and address open compliance elements under discussion.
11. The Government shall withhold a total of \$114,076 per vehicle (after the liquidation of progress payments)for all the items addressed in Paragraphs 9 and 11 of this modification.
- a. The contractor shall install all armor prior to shipment. The Government shall withhold \$17,000 per vehicle. The armor withhold will be released by vehicle upon verification by a designated Government official that the contractor has retrofitted fully compliant armor.
- b. The Remote Weapon Station (RWS) must be installed prior to shipment. The Government shall withhold \$39,000 per vehicle relating to RWS qualification/integration testing. Any corrective actions required, as a result of qualification/integration testing, shall be completed at no additional cost to the Government. The contractor may invoice for the withhold amount of \$39,000, on a per vehicle basis, after all qualified (including safety release) corrective actions have been applied to each of the vehicles covered by this modification. The Government agrees to review progress against the RWS corrective action milestones and periodically consider adjustment of the withhold amount.
12. C-130 Ramp Model. The contractor shall run its ramp test model for 12, 13 1/2 and 15 degrees for the ICV and provide the results to the Government not later than 29 December 2002.
13. Shipping instructions.
- a. Subsequent to vehicle inspection/acceptance, the vehicles will be shipped in place until the Armor is installed satisfactorily. Under no circumstances are the vehicles to be shipped to Fort Lewis without the Armor properly installed. While the vehicles are shipped in place, the contractor shall be responsible for the cost, the security, and the maintenance of the vehicles. Each vehicle under this modification shall be shipped no later than 22 calendar days following approval of DD 250. The Government will not incur any expense due to the shipment of the vehicles in place.
- b. The W3P retrofitted cable, TRW P/N 881335-3 Revision C, JV P/N 16102675-002 shall be installed on each vehicle under this modification prior to completion of deprocessing.
- c. While the vehicles are shipped in place, the contractor may have access to the vehicles to install some of the hardware/parts shortages addressed in Paragraph 9 above.
- d. Prior to shipment, each vehicle must be 100% inspected to the FIR. Should any portion of the FIR not be completed, Attachment A must be annotated to indicate which parts of the FIR are not completed prior to shipment. If a part is included on Attachment A as a missing part, the requirement to annotate Attachment A for FIR areas not completed is waived.
- e. Shipping Instructions are provided in Section B of this modification.
14. As a result of this modification, the total price of Delivery Order 0002 is decreased by \$401,492. Except as specifically stated above, all other terms and conditions of Delivery Order 0002 remain unchanged and in full force and effect.

*** END OF NARRATIVE A 080 ***

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS <u>Supplies or Services and Prices/Costs</u> NSN: 2320-01-481-8575 NOUN: INFANTRY CARRIER VEHICLE (23) FSCM: 19207 PART NR: 12479551 SECURITY CLASS: Unclassified				
0003AA	<u>PRODUCTION QUANTITY</u> CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: X11GX091X1 PRON AMD: 13 ACRN: AA AMS CD: 311071 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W909531218H001 Y00000 M 2 <u>PROJ CD BRK BLK PT</u> 009 <u>DEL REL CD QUANTITY DEL DATE</u> 002 1 31-DEC-2002 003 7 31-JAN-2003 004 DELETED FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0002	8	EA	\$ 1,428,183.000	\$ 11,425,464.00
0003AD	<u>PRODUCTION QUANTITY</u> PRON: X11GX091X1 PRON AMD: 13 ACRN: AA AMS CD: 311071 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u>	14	EA	\$ 1,399,505.000	\$ 19,593,070.00

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-D-M051/0002 MOD/AMD BE	Page 6 of 8
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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>004 W909532295L014 W91A2N M W4GG03 1</div> <div>PROJ CD BRK BLK PT</div> <div>IOL</div> <div>DEL REL CD QUANTITY DEL DATE</div> <div>001 4 31-OCT-2002</div> <div>FOB POINT: Origin</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(W91A2N) XR W4GG FT LEWIS FLD OFC</div> <div>BLDG 9630 L ST</div> <div>FORT LEWIS WA 98433-5000</div> <div>MARK FOR: CONTRACT/DELIVERY ORDER NUMBER</div> <div>DAAE07-00-D-M051/0002</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>005 W909532339L022 W91A2N M 1</div> <div>PROJ CD BRK BLK PT</div> <div>IOL</div> <div>DEL REL CD QUANTITY DEL DATE</div> <div>001 4 31-DEC-2002</div> <div>FOB POINT: Origin</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(W91A2N) XR W4GG FT LEWIS FLD OFC</div> <div>BLDG 9630 L ST</div> <div>FORT LEWIS WA 98433-5000</div> <div>CONTRACT/DELIVERY ORDER NUMBER</div> <div>DAAE07-00-D-M051/0002</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>007 W909532347L016 W91A2N M 1</div> <div>PROJ CD BRK BLK PT</div> <div>IOL</div> <div>DEL REL CD QUANTITY DEL DATE</div> <div>001 6 31-DEC-2002</div> <div>FOB POINT: Origin</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(W91A2N) XR W4GG FT LEWIS FLD OFC</div> <div>BLDG 9630 L ST</div> <div>FORT LEWIS WA 98433-5000</div> <div>CONTRACT/DELIVERY ORDER NUMBER</div> <div>DAAE07-00-D-M051/0002</div>				

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>EXCEPTION DATA:</p> <p>"Vehicles are to be shipped in accordance with Security Classification Guide. For further guidance contact PM BCT Security Keith Whitten (586) 753-2135".</p> <p>SHIP TO: FT. LEWIS FIELDING OFFICE BLDG 3041 FT. LEWIS, WA 98433-5000</p> <p>MARK FOR: MR. COVINGTON, PH: 253-966-4851/ CELL: 253-405-2697 MS. BRAY, PH: 253-966-4851</p> <p>(End of narrative F001)</p>				

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/		OBLG STAT/			INCREASE/DECREASE		CUMULATIVE
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>JOB ORD NO</u>		<u>PRIOR AMOUNT</u>	<u>AMOUNT</u>		<u>AMOUNT</u>
0003AA	X11GX091X1	AA	2	\$	31,420,026.00	\$	-19,994,562.00	\$ 11,425,464.00
	311071		1GXP01					
0003AD	X11GX091X1	AA	1	\$	0.00	\$	19,593,070.00	\$ 19,593,070.00
	311071		1GXP01					
					NET CHANGE	\$	-401,492.00	

SERVICE	NET CHANGE				ACCOUNTING		INCREASE/DECREASE
<u>NAME</u>	<u>BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>			<u>STATION</u>		<u>AMOUNT</u>
Army	AA	21 12033000015R5R07P31107131E9	S20113		W56HZV	\$	-401,492.00
						NET CHANGE	\$ -401,492.00

		<u>PRIOR AMOUNT</u>		<u>INCREASE/DECREASE</u>		<u>CUMULATIVE</u>
		<u>OF AWARD</u>		<u>AMOUNT</u>		<u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$	690,308,725.28	\$	-401,492.00	\$	689,907,233.28